

SCHEDULE DIV (SC)
INDUSTRIAL DIVERSITYAVAILABILITY (South Carolina Only)

Available only to establishments classified as "Manufacturing Industries" by the Standard Industrial Classification (SIC) Manual published by the United States Government where more than 75% of the energy consumption of such establishment is used for manufacturing processes, and where the establishment is sited to permit service from the Company's transmission system.

This Schedule is available for load associated with new establishments, expansion of existing establishments, or new customers in existing establishments after July 1, 1993. To qualify for service under this Schedule, the 4-digit SIC code for the establishment must not be the same as that for another industrial customer existing on the Duke system on July 1, 1993 unless the product is distinctly different from that of existing customers in the SIC classification. The new load contracted for under this Schedule must be a minimum of 10,000 kW, or 10% of the previous contract demand, whichever is greater.

This Schedule is available to a new customer in an establishment which received electric service prior to July 1, 1993 that has experienced a substantial change in business or has remained idle for a substantial amount of time, if the Customer meets the SIC qualifications above. This Schedule is not available to a new customer which results from a change in ownership of an existing establishment, nor from renewal of service following interruptions such as equipment failure, plant shutdown, strike, or economic conditions.

Service under this Schedule shall be used solely by the contracting Customer in a single enterprise, located entirely on a single, contiguous premise.

This Schedule is not available for auxiliary or breakdown service. Power delivered under this Schedule shall not be used for resale, or exchange, or as a substitute for power contracted for, or which may be contracted for under any other schedule of the Company, except at the option of the Company, under special terms and conditions expressed in writing in the contract with the Customer.

The obligations of the Company in regard to supplying power are dependent upon its securing and retaining all necessary rights of way, privileges, franchises, permits, for the delivery of such power. The Company shall not be liable to any customer or applicant for power in the event it is delayed, or is prevented from furnishing the power by its failure to secure and retain such rights of way, rights, privileges, franchises, and permits.

TYPE OF SERVICE

The Company will furnish 60 Hertz service through one meter, at one delivery point, at one of the following approximate voltages, where available:

3-phase, 3-wire, 2300 volts; or

3-phase, 4160Y/2400, 12470Y/7200, or 24940Y/14400 volts; or

3-phase voltages other than those listed above may be available at the Company's option if the size of the Customer's contract warrants a substation solely to serve that Customer, and if the Customer furnishes suitable outdoor space on the premises to accommodate a ground-type transformer installation, or substation, or a transformer vault built in accordance with the Company's specifications.

The type of service supplied will depend upon the voltage available. Prospective customers should determine the available voltage by contacting the nearest office of the Company before purchasing equipment.

Motors of less than 5 H.P. may be single-phase. All motors of more than 5 H.P. must be equipped with starting compensators. The Company reserves the right, when in its opinion the installation would not be detrimental to the service of the Company, to permit other types of motors.

DEFINITIONS

Contract Demand: The Contract Demand (kW) shall be specified in the contract and shall be the maximum demand to be delivered to the Customer.

DIV Contract Demand: The DIV Contract Demand shall be the maximum amount of demand to be delivered to the Customer under this Schedule and shall be at least 10,000 kW, or 10% of the previous contract demand, whichever is greater. The DIV Contract Demand may not be greater than the increase in Contract Demand due to facility expansion.

Contract Effective Date: The Contract Effective Date shall be the date on which the agreement is entered into between the Customer and the Company.

Delivery Date: The Delivery Date is the first date service is supplied under the contract.

Operational Date: The Operational Date shall be the date manufacturing processes are fully operational as declared by the Customer, but shall be no more than 18 months after the Contract Effective Date or the Delivery Date, whichever is earlier.

Billing Demand: The Demand for billing purposes each month shall be the maximum integrated thirty-minute demand during the month for which the bill is rendered, but not less than 10,000 kW, or 10% of the previous contract demand, whichever is greater.

Month: The term "month" as used in this Schedule means the period intervening between readings for the purpose of monthly billings. Readings will be collected each month at intervals of approximately thirty (30) days.

Schedule DIV (SC) (continued)

GENERAL PROVISIONS

For Customers contracting under this Schedule due to expansion, the Company will install metering equipment necessary to measure the new load to be billed under this Schedule separate from the existing load billed under another applicable rate schedule. To continue service under this Schedule the Customer must maintain a minimum annual load factor of 50% or more.

RATE:

Basic Service Charge	\$50,500 per month
Demand Charge	\$5.00 per kW of billing demand per month in excess of 10,000 kW

<u>Energy Charge</u>	<u>Billing Months June – September</u>	<u>Billing Months October – May</u>
If the kWh per KW Billing Demand for the month is 475 or less, the energy charge for all kWh is	3.4133 cents per kWh	3.1523 cents per kWh
If the kWh per KW Billing Demand for the month is more than 475 but not more than 650, the energy charge for all kWh is	3.7143 cents per kWh	3.4553 cents per kWh
If the kWh per KW Billing Demand for the month is more than 650, the energy charge for all kWh is	3.9193 cents per kWh	3.6603 cents per kWh

MINIMUM BILL

The minimum bill shall be the bill calculated on the Rate above including the Basic Service Charge, Demand Charge and Energy Charge, but the Energy Charge component shall not be less than that calculated based on 300 hours use of the DIV Contract Demand.

POWER FACTOR CORRECTION

When the average monthly power factor of the Customer's power requirements is less than 85 percent, the Company may correct the integrated demand in kilowatts for that month by multiplying by 85 percent and dividing by the average power factor in percent for that month.

FUEL COSTS

The Rate set forth above reflects the full cost of fuel and is not subject to adjustment as described in the Company's Adjustment for Fuel Costs.

EXTRA FACILITIES CHARGE

A monthly "Extra Facilities Charge" equal to 1.7% of the installed cost of extra facilities necessary for service under Schedule DIV, but not less than \$25, shall be billed to the Customer in addition to the bill under Schedule DIV.

TAXES AND MUNICIPAL FEES

Any applicable sales tax, municipal service agreement fee, business license fee or other tax or fee assessed by or remitted to a governmental authority will be added to the charges determined above.

PAYMENT

Bills under this Schedule are due and payable on the date of the bill at the office of the Company. Bills are past due and delinquent on the fifteenth day after the date of the bill. If any bill is not so paid, the Company has the right to suspend service. In addition, all bills not paid by the twenty-fifth day after the date of the bill shall be subject to a one and one-half percent (1-1/2%) late payment charge on the unpaid amount. This late payment charge shall be rendered on the following month's bill and it shall become part of and be due and payable with the bill on which it is rendered.

CONTRACT PERIOD

Each Customer shall enter into a contract to purchase electricity from the Company for a minimum original term of ten (10) years, and thereafter from year to year upon the condition that either party can terminate the contract at the end of the original term, or at any time thereafter, by giving at least sixty (60) days previous notice of such termination in writing. For a period of four (4) years from the Operational Date, service will be provided under Schedule DIV, at the rates in effect on the Contract Effective Date, after which the Customer must continue service for the remainder of the original term of contract under another applicable rate schedule. If, at any time during the term of contract under this Schedule, the Customer voluntarily elects to receive service under another applicable schedule, such a change will be allowed on an anniversary of the Operational Date, after which Schedule DIV will no longer be available to the Customer. Customers will not be allowed to receive service for more than one term of four years under this Schedule. If at any time during the term of contract under this Schedule the Customer violates any of the terms and conditions of the Schedule or the agreement, the Company may discontinue service under this Schedule and bill the Customer under another applicable schedule. In the event of early termination of a contract under this Schedule, the Customer will be required to pay the Company any costs due to such early cancellation.